

SUNRIDER® RETAIL CUSTOMER AGREEMENT

PLEASE READ THIS AGREEMENT BEFORE REGISTERING TO BECOME A SUNRIDER RETAIL CUSTOMER ("You" or "Retail Customer"). BY PARTICIPATING IN THE SUNRIDER RETAIL CUSTOMER PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PARTICIPATE IN THE SUNRIDER RETAIL CUSTOMER PROGRAM.

This Retail Customer Agreement ("Agreement") is made by and between Sunrider Philippines, Inc. ("we", "us", or "Sunrider") and you. This Agreement, the Sunrider Privacy Policy, and Terms of Use (available at ph.sunrider.com), which are incorporated by reference in this Agreement, form the entire agreement between you and Sunrider, and set forth the terms and conditions for becoming a Retail Customer, for your use of this website and/or mobile application, and for your purchase and use of Sunrider products. You must be a resident of the Philippines and at least eighteen (18) years old to become a Retail Customer.

Your use of Sunrider's website or mobile application, including all web pages and all information, data, text, software, information, images, or other materials contained therein, or your use or purchase of any Sunrider® products or services, confirms your acceptance of this Agreement. If there is a conflict between the Retail Customer Agreement and any other document or terms, the Retail Customer Agreement shall govern and control.

1. This Agreement shall be deemed accepted by Sunrider when Sunrider issues an e-mail confirmation to you. **THE TERM OF THIS AGREEMENT IS TWELVE (12) MONTHS FROM THE DATE SUNRIDER ISSUES ITS E-MAIL CONFIRMATION AND WILL AUTOMATICALLY RENEW EVERY TWELVE (12) MONTHS THEREAFTER UNLESS YOUR RETAIL CUSTOMER ACCOUNT BECOMES INACTIVE. YOU WILL RECEIVE AN EMAIL NOTIFICATION OF YOUR UPCOMING RENEWAL AT LEAST THIRTY (30) DAYS IN ADVANCE OF YOUR RENEWAL DATE.** If you do not make a purchase for a period of two (2) years your account will be considered inactive and Sunrider may decide not to renew your Agreement and/or terminate your participation in the Retail Customer Program which means that you will not be able to make any purchases of Sunrider Products unless you re-enroll. At any time, you may enroll as a Sunrider Wellness Consultant ("WC") at which time you agree that Sunrider may terminate your participation in the Retail Customer Program and any purchases you make thereafter will be subject to terms and conditions of the Sunrider WC Agreement which can be found at ph.sunrider.com. If you have an active product subscription when you enroll as a WC the subscription will continue each month unless you elect to change or cancel it. If you enroll as a WC, the price of the products in your subscription will be adjusted to reflect your new status. You agree to abide by all of the terms and conditions of this Agreement, including Sunrider's right to modify any portion of this Agreement in its sole discretion. Sunrider will provide notice of any material modifications to this Agreement via email or through the Sunrider website.
2. When you enroll as a Retail Customer you will receive a Sunrider ID number. You will also provide an email and password in order to access your account information online. You should keep your ID and password secret. You are entirely responsible for any activity under your Sunrider ID and must promptly notify Sunrider of any actual or attempted unauthorized use of your Sunrider ID. You may only hold one (1) Retail Customer account and it is personal to you and non-transferable.
3. Sunrider reserves the right to refuse to accept an application for a Retail Customer account to any applicant. This Agreement may be terminated and the Retail Customer account associated with it closed at Sunrider's sole discretion at any time, provided that Sunrider will give notice and a reasonable explanation for such revocation.
4. To maintain the integrity of the Sunrider trademarks, brand name, product lines, and the Retail Customer/WC relationship, you understand and agree that your purchase of Sunrider products is for personal consumption only and that Sunrider products purchased by you as a Retail Customer cannot be resold by you to any other person whether to online retail stores, e-commerce sites, online malls, social media platforms or auction sites such as eBay, Amazon, Shopee, and Lazada, at flea markets, through

newspaper ads, direct sales or by any other means. Such sales are prohibited and constitute a breach of this Agreement. Your obligations under this provision survive the termination, cancellation, or expiration of this Agreement and of the Retail Customer Program for any reason. If you are interested in selling Sunrider products, you may choose to enroll as a WC. You understand that if you decide to participate in the Sunrider WC program, this Agreement will be superseded and replaced by the applicable WC Agreement.

5. Sunrider accepts payment for online purchases by American Express, Visa, MasterCard, JCB, and UnionPay. Orders submitted by mail or in person at a Sunrider facility may be paid for by bank deposit/transfer, credit card, or for in person orders only, in cash. Only a Retail Customer who is an authorized signatory on the relevant credit card/payment account may place orders using such accounts. Subscription purchases may be paid for using a permitted payment method added to and held on file for your account. If you add a payment method to your account you certify that you are the owner or authorized user of that payment method and authorize Sunrider to electronically debit or credit the selected payment method on a recurring basis for the amount of any designated purchase or payment. Your monthly, bi-monthly or quarterly product subscription charge will be the same amount as your first subscription order, not including taxes and/or shipping fees unless you change your subscription order. Taxes and shipping charges may change over time. You may cancel or change your subscription order any time by notifying Sunrider in writing by sending an email to us at customerservice@sunrider.com.ph or by mail to Garden Deck 1 & 2 Pacific Center Building San Miguel Ave., Ortigas Center Pasig City, Metro Manila, 1605 provided that we receive your cancellation or change request at least three (3) working days before the due date of your next subscription order payment.
6. A complete street address with a current phone number is necessary to ensure prompt delivery of product shipments. Sunrider will make every effort to ensure prompt delivery but cannot be held responsible for delayed shipments.
Customers must confirm 1) that the product received matches the product listed on the shipping invoice, and 2) that the product is not damaged. For shipping inquiries or lost orders, please contact us at customerservice@sunrider.com.ph or call (+63)917-5502955. If the product received is defective or does not conform to the description or quantity stated in the invoice, you have the right, in accordance with the Philippine Consumer Act, to request a repair, replacement, or refund. Please contact us within seven (7) days of receipt to exercise these rights.
7. Governing Law and Jurisdiction: Any dispute or claim arising out of or relating to (i) this Agreement, (ii) your use of Sunrider products, or (iii) your relationship with Sunrider or its officers, directors, agents, employees, WCs, or customers, will be governed by the laws of the Philippines, without giving effect to its conflicts of law principles. You and Sunrider consent to the exclusive jurisdiction of the Regional Courts located in the City of Pasig or, at Sunrider's discretion, any other jurisdiction where Sunrider operates for the purpose of all legal actions and proceedings arising out of or relating to (i) this Agreement, (ii) your use of Sunrider products, or (iii) your relationship with Sunrider or its officers, directors, agents, employees, WCs, or customers. Notwithstanding the foregoing, nothing in this Agreement shall be construed to limit your right as a consumer to file complaints or seek redress with the Department of Trade and Industry and other applicable laws.
8. You may cancel this Agreement within seven (7) days of execution by notifying Sunrider in writing by sending an email to us at customerservice@sunrider.com.ph or by mail to Garden Deck 1 & 2 Pacific Center Building San Miguel Ave., Ortigas Center Pasig City, Metro Manila, 1605. Upon cancellation, you will be entitled to a refund of any purchase of products as a Retail Customer which may be eligible to be returned in accordance with Sunrider's Product Return Policy available at ph.sunrider.com provided that nothing in this Agreement shall limit your statutory rights under Philippine law, including but not limited to your right to return or obtain a refund for defective, damaged, or non-conforming goods as provided under Republic Act No. 7394 (The Consumer Act of the Philippines). Sunrider may terminate your Retail Customer Program membership and, in Sunrider's discretion, revoke your Sunrider ID, if you, in Sunrider's discretion: (a) violate

this Agreement, any other rules, policies, or procedures of the Retail Customer Program, or any applicable law or regulation; or (b) engage in any deception, forgery, or fraud or commit any other abuse of the Retail Customer Program or (c) if Sunrider decides to discontinue the Retail Customer Program. The Agreement shall terminate automatically, with immediate effect, in the event that the Retail Customer becomes a WC.

9. You understand and acknowledge that you and your activity as a Retail Customer are subject to the Sunrider Privacy Policy and Terms of Use, which are incorporated into and a material part of this Agreement. You acknowledge that you have read and understand the Terms of Use and the Privacy Policy, which are available at ph.sunrider.com and consent to the use of any personal information that you provide according to the terms of this Agreement and the Privacy Policy. When you disclose personal data as part of the Retail Customer program enrollment process, as well as other personal data disclosed in conducting your activities as a Retail Customer, you acknowledge that this information is necessary to allow Sunrider to fulfill our contractual obligations to you and the Sunrider global network of Retail and Preferred Customers, Sunrider Independent Business Owners, WCs and suppliers, vendors and service providers. The data collected is used by Sunrider internal and authorized external service providers, suppliers and vendors taking part in the operation and management of the distribution network. You consent to the disclosure of your name, telephone number(s), email address(es), shipping address(es) and other contact information listed on your Retail Customer sign up application or profile as updated, and information regarding your Sunrider purchases (excluding payment method information), to internal departments, authorized service providers, your Sponsor, upline WCs and the Sunrider business support teams. You agree that Sunrider or a person acting on its behalf may contact you by telephone, text messaging, and email, and you consent and agree to being contacted in this manner at the telephone number(s) and email address(es) that you provide. Your carrier's standard rates will apply for calls and text messages. If you wish to opt out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself or by going to your Sunrider online account to manage your subscriptions and deselect the types of information you do not wish to receive. You will continue to receive emails regarding business related transactions regardless of the email subscriptions that are chosen. If you wish to opt out of promotional calls or texts, you may do so by going to your online account to manage your subscriptions and deselect the types of information you do not want to receive, or by responding as indicated to allow for opting out on the text itself. You may opt out of promotional telephone calls by simply requesting to be placed on our do not contact list. You may also opt out of texts by replying STOP or calls by contacting us by email at customerservice@sunrider.com.ph. You acknowledge that you are not required to consent to receive promotional, emails, texts or calls as a condition of being a Retail Customer. **BY SUBMITTING YOUR APPLICATION TO BECOME A RETAIL CUSTOMER, YOU AUTHORIZE SUNRIDER, ITS AFFILIATES, ITS SERVICE PROVIDERS, SUNRIDER WCs, AND REPRESENTATIVES, TO CONTACT YOU BY PHONE, MAIL, AND EMAIL CONCERNING SUNRIDER RELATED MATTERS.** Many countries have laws and regulations which only permit Sunrider to make international data transfers if the receiving country has instituted equivalent mechanism to adequately safeguard your personal information. As a result, we have established contractual clauses and procedures among all of our entities to protect your personal information regardless of its location. Sunrider entities will follow all applicable requirements, as well as apply appropriate procedures and safeguards before and in the process of making a physical or electronic cross-border transfer of your personal information. You are entitled to the rights of a data subject under the Philippine Data Privacy Act of 2012, including the right to be informed, the right to object, the right to access, the right to correct, the right to erasure or blocking, the right to damages, and the right to data portability. You may withdraw your consent at any time by contacting us at customerservice@sunrider.com.ph or through your Sunrider online account, without affecting the lawfulness of processing based on consent before its withdrawal. For more information about your rights and how to exercise them, please refer to our Privacy Policy or contact our Data Protection Officer at info@sunrider.com.

10. From time to time, Sunrider may change the terms and conditions of this Agreement. You agree that you will be bound by any changes to this Agreement thirty (30) days after notice of the amendment is emailed at the email address on file for you with Sunrider. By continuing to use the Retail Customer Program after the effective date of the amendment, you agree to the amended terms and conditions of this Agreement. You may opt out of any proposed amendments by terminating your Agreement prior to the effective date of such proposed amendments and, if you have made any advance payments for goods or services not yet delivered or rendered, you will be entitled to a refund of such advance payments in accordance with applicable law. Your continued participation in any way in the Retail Customer Program on or after the effective date of any amendment constitutes acceptance of the amended Agreement. Amendments will not have a retroactive effect unless you have expressly agreed to such amendment.
11. Under no circumstances will Sunrider be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control.
12. If any provision of this Agreement is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity or enforceability of any remaining provisions.
13. The failure of a party to enforce any right or provision of this Agreement will not prevent such party from enforcing such right or provision in the future.
14. This Agreement, and any agreements or terms and conditions referenced in and incorporated into this Agreement, contain the entire understanding of the parties regarding your relationship with Sunrider and supersedes any prior agreements or understandings that may have existed.
15. Sunrider may assign its rights and obligations under this Agreement, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, provided that any such assignment shall require the prior written consent of the other party, which shall not be unreasonably withheld.
16. If you have any questions regarding the Retail Customer Program, please contact us at: customerservice@sunrider.com.ph or by mail to Garden Deck 1 & 2 Pacific Center Building San Miguel Ave., Ortigas Center Pasig City, Metro Manila, 1605 or call us at (+63)917-5502955.

✓

Signature

✓

Date